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12 *Attorneys for Tecumseh-Infinity Medical  
13 Receivable Fund, LP*

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15 **IN THE UNITED STATES BANKRUPTCY COURT  
16 FOR THE DISTRICT OF NEVADA**

17 In re:  
18  
19 INFINITY CAPITAL MANAGEMENT, INC.,  
20  
21 Debtor.

22 Case No. 21-14486-abl  
23 Chapter 7

24 Adversary Case No. 21-01167-abl

25 HASELECT-MEDICAL RECEIVABLES  
26 LITIGATION FINANCE FUND  
27 INTERNATIONAL SP,

28 Plaintiff,

v.  
TECUMSEH-INFINITY MEDICAL  
RECEIVABLES FUND, LP,

Defendant.

**NOTICE OF RULE 30(b)(6)  
DEPOSITION OF WITNESS FOR  
HASELECT-MEDICAL  
RECEIVABLES LITIGATION  
FINANCE FUND INTERNATIONAL,  
SP**

1 TECUMSEH-INFINITY MEDICAL  
2 RECEIVABLES FUND, LP,

3 Counter-Claimant,

4 v.

5 HASELECT-MEDICAL RECEIVABLES  
6 LITIGATION FINANCE FUND  
7 INTERNATIONAL SP,

8 Counter-Defendant.

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10 **NOTICE OF RULE 30(b)(6) DEPOSITION OF WITNESS FOR**  
**HASELECT-MEDICAL RECEIVABLES LITIGATION**  
**FINANCE FUND INTERNATIONAL, SP**

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12 NOTICE IS HEREBY GIVEN that Defendant/Counterclaim Plaintiff/Counter Defendant  
13 Tecumseh–Infinity Medical Receivables Fund LP (“**Tecumseh**”), by and through their counsel of  
14 record, pursuant to Federal Rule of Civil Procedure Rule 30(b)(6) (made applicable to this  
15 proceeding by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure) will take the  
16 deposition of the representative of HASelect-Medical Receivables Litigation Finance Fund  
17 International, SP (“**HASelect**”) regarding the topics enumerated below on **January 25<sup>th</sup>, 2023, at**  
18 **9:00 a.m. (Pacific)**, before a Notary Public, or before some other person authorized by law to  
19 administer oaths and will be recorded via video and stenographic means. The deposition will be  
20 conducted in-person at GARMAN TURNER GORDON, LLP, located at 7251 Amigo St., Suite  
21 210, Las Vegas, Nevada 89119.

22 Oral examination will continue from day-to-day until completed, or at a later date mutually  
23 agreed upon by the parties until completed. Reorganized Debtor reserves the right to videotape  
24 the deposition.

25 Pursuant to Federal Rule of Civil Procedure Rule 30(b)(6), HASelect shall designate one

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1 or more officers, directors, or managing agents, or other persons who consent to testify on its  
2 behalf, as to each of the following matters:

3 **TOPICS FOR TESTIMONY**

- 4       1.     Matters relating to the formation of HASelect-Medical Receivables Litigation  
5 Finance Fund International SP's ("HASelect" or "You" or "Your") business relationship with  
6 Infinity Capital management, Inc. ("Infinity").  
7       2.     Matters relating to the administration of Your business relationship with Infinity.  
8       3.     Matters relating to the facts and circumstances of the termination of Your  
9 business relationship with Infinity.  
10      4.     Matters relating to your knowledge concerning the facts and circumstances of the  
11 formation of Tecumseh-Infinity Medical Receivables Fund LP ("Tecumseh").  
12      5.     Matters relating to the termination of Your business relationship with Chad  
13 Meyer.  
14      6.     Matters relating to the termination of Your business relationship with Simon  
15 Clark.

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1       7.     Matters relating to the facts and circumstances of any and all loans You made to  
2 Infinity.

3       8.     Matters relating to all efforts by You to perfect any security interest in Infinity's  
4 personal property.

5       9.     Matters relating to the facts and circumstances concerning Your negotiation and  
6 execution of the Second Amended & Restated Loan and Security Agreement and Promissory  
7 Note with Infinity.

8       10.    Matters relating to Infinity's use of any funds obtained from loans from You.

9       11.    Matters relating to the facts and circumstances concerning Infinity's negotiation  
10 and execution of a Sub-Advisory Agreement with Tecumseh, as identified in paragraph 24 of  
11 Your Amended Complaint.

12      12.    Matters relating to the factual basis for Your assertion of any interest in any  
13 medical receivables owned or acquired by Tecumseh.

14      13.    Matters relating to the factual basis for Your assertion of any interest in any  
15 medical receivables owned or acquired by Infinity on behalf of Tecumseh.

16      14.    Matters relating to the factual basis for Your assertion in paragraph 16 of Your  
17 Amended Complaint 16 that "HASelect is informed and believes that Tecumseh subsequently  
18 colluded with Infinity to conceal the sale and assignment of the HAS Accounts from HASelect to  
19 allow Infinity time to collect proceeds from the HAS Accounts and to transfer such proceeds to  
20 Tecumseh. Specifically, Tecumseh requested on various occasions that Infinity conceal  
21 information from HASelect concerning the HAS Accounts and other Collateral, and Infinity  
22 complied with such requests."

23      15.    Matters relating to the factual basis for Your assertion in paragraph 60 of the  
24 Amended Complaint that "HASelect is entitled to a declaration that (i) it holds a perfected  
25 security interest in the HAS Accounts and the Disputed Accounts pursuant to the MLA, (ii) any  
26 interest Tecumseh claims in any of the HAS Accounts or the Disputed Accounts is subordinate  
27 and subject to HASelect's prior, perfected security interest in the same, (iii) any interest  
28 Tecumseh claims in any of the HAS Accounts or the Disputed Accounts was unperfected as of

1 the Petition Date, and (iv) HASelect is entitled to immediate possession of the HAS Accounts  
2 and the Disputed Accounts and all proceeds thereof.”

3 Dated: January 4, 2023

4 GARMAN TURNER GORDON LLP

5  
6 By: /s/Jared Sechrist  
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9 and

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